FilmL.A., Inc.
6255 W Sunset Blvd, 12th Floor
Hollywood, CA 90028
t: (213)977-8600 - f: (213)977-8601
www.filmla.com

Summary Information

Permit No: S00108595 **Type of Permit:** STILL **Release Date:** 05/25/2016

Production Company WHITESHADOW INC

Insured Company Name WHITESHADOW INC

Contact Phone No. 1 213-407-2738
Contact Phone No. 2
Fax
Address 5000 BIRCH ST, #3000
NEWPORT BEACH, California 92660

Production Title PLEIONE PHOTOSHOOT

Type of Production Commercial - Standard

Producer Ray Yeom

Director Ray Yeom

1st AD Scott Park

Production Manager Sarah Lee

FilmL.A. Coordinator Naomi Kajiyama

Location Manager Ray Yeom
Primary Phone Mobile - 213-407-2738
Secondary Phone

Location Assistant Subin Sung
Primary Phone Mobile - 818-456-9150
Secondary Phone

Fees

Notification Charge	$105.00
FILMLA FILM APPLICATION FEE	$625.00
LA CITY FIRE DEPARTMENT SPOT CHECK SURCHARGE	$85.00

Total Permit Fee $815.00

Number of Locations 1

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Summary Information — Location

Location 1 of 1

Permit Number S00108595
Production Company WHITESHADOW INC
Insured Company WHITESHADOW INC
Production Title PLEIONE PHOTOSHOOT

Location Manager Ray Yeom
Primary Phone Mobile - 213-407-2738
Secondary Phone

Location Address 530 W 7th St, Los Angeles, CA, 90014

Location Type Loft

Prep Dates 5/26/2016 - 5/26/2016 09:00 - 10:00 1 day

Film Dates 5/26/2016 - 5/26/2016 10:00 - 19:00 1 day

Open or Closed to the Public Closed

Generic Conditions
*LA CITY AND/OR LA COUNTY FIRE CHECKLIST ATTACHED TO FINAL PERMIT. THE PERMITEE IS RESPONSIBLE FOR COMPLETING CHECKLIST PRIOR TO FILMING ACTIVITY AT THIS LOCATION. NON COMPLIANCE MAY RESULT IN ASSIGNMENT OF A FIRE OFFICER.
All vehicles must be parked on private property
Must comply with attached conditions
Must maintain local/emergency access
No cast or crew parking on area streets
No interference with merchant activity.
No interference with vehicular or pedestrian traffic

Please see attached documents
SIGNATURE PAGE 108595.pdf
Downtown Filming Guildelines 2010.03.01.pdf

Equipment on Location

Type	Quantity
Cast/Crew vehicles	1

Personnel on Location

Type	Quantity
Cast	2
Crew	10
Spot Check	1

Filming Activities Handheld equipment; Interior models against scenery; Interior motion without sound;

Jurisdiction **Political:** Los Angeles City - Council District 14 **Police:** Los Angeles Police Department **Fire:** Los Angeles City

Thomas Guide **Page:** 634 **Grid:** E4

Approvals LOS ANGELES CITY POLICE DEPARTMENT Sam Park

Coordinator Note
No driving activities or equipment vehicles
All vehicles must be parked on private property
No auto liability insurance

Parking
Base Camp Location Type : Other Location — 725 S Grand Ave, Los Angeles, CA, 90017
Crew Parking Location Type : Other Location — 725 S Grand Ave, Los Angeles, CA, 90017

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GENERAL TERMS, CONDITIONS AND RESTRICTIONS

1. AUTHORITY -- This permit is issued under the authority of the city or county having jurisdiction over the location where the activity authorized herein is to take place (the "Permit Authority") and shall not be assigned by permittee without the written consent of the Permit Authority. This permit neither grants permission to use or occupy property not belonging to, or under the control of, the Permit Authority nor certifies permittee's compliance with paragraph 4 hereof. Use or occupancy of such property requires, in addition to this permit, the permission of the owner or other person controlling the use of such property. Proof of such permission may be required by the Permit Authority before the issuance of this permit.

2. PERMIT REQUIREMENT -- This permit must be in the possession of permittee at all times while on location and must be made available for inspection when requested by the Permit Authority, its authorized representative(s) or the public.

3. RIDERS - Additional documents known as "Riders" may from time to time be issued to alter or amend an original permit. Except as amended by the riders, all other terms and provisions of the original permit remain in effect. When issued, a rider becomes a part of and must be attached to the original permit.

4. COMPLIANCE WITH LAWS -- Permittee agrees to comply with all applicable federal, state and local laws, regulations, ordinances and rules, including all applicable federal and state regulations for workplace safety and requirements for workers' compensation insurance for all persons operating under this permit as well as all applicable regulatory, environmental, safety and other standards, of care in carrying out the activities that are the subject of this permit (the "Permit Activities"), including Los Angeles Municipal Code Section 12.22.1. Vehicle code provisions and/or posted parking regulations will be enforced unless specifically exempted by this permit.

5. INSURANCE -- This permit shall not be effective until permittee has submitted satisfactory evidence of general liability insurance conforming to the requirements of the Permit Authority. The type, coverage, policy limits and other conditions of insurance shall be that required by the Permit Authority at the time the permit is issued, unless a different type, coverage, policy limits and other conditions of insurance are specified in this permit. If permittee uses or operates licensed motor vehicles in connection with the Permit Activities, automobile liability insurance conforming to the Permit Authority's conditions is required as well.

6. INDEMNIFICATION -- Permittee (and/or its insurer) shall defend the Permit Authority, FilmL.A., Inc., and their respective directors, officers and employees (collectively, "Indemnitees") against any and all charges, claims or investigative, administrative, civil or other proceedings (whether such charges, claims or proceedings are threatened, pending or completed), except for Indemnitees' acts or omissions found to constitute gross negligence or willfully tortious conduct, arising from or relating to any act or omission to act of any Indemnitee in connection with the issuance of this permit, the provision of services by Indemnitees (or any of them) in connection with this permit and the activities carried out pursuant to this permit. Permittee (and/or its insurer) also shall indemnify and hold harmless Indemnitees against any and all losses, expenses and costs (including but not limited to settlement costs, judgments, fines, attorneys' fees and other defense and investigation costs) incurred, as they are incurred, in connection with any such charges, claims or proceedings, except for those arising from Indemnitees' acts or omissions found to constitute gross negligence or willfully tortious conduct.

7. CONSIDERATION -- Before a permit (or rider) shall be issued, permittee shall pay to FilmL.A., Inc. the applicable permit (or rider) application or processing fee as well as all estimated use charges and other fees (including clean-up and repair deposits) of the Permit Authority (or any of its departments) in connection with such permit (or rider). As soon as practicable after completion of the Permit Activities, each department of the Permit Authority shall notify FilmL.A., Inc. in writing of the actual use charges and other fees (including actual clean-up and repair costs) assessed by such department of the Permit Authority in connection with this permit. If the actual use charges and other fees (including actual clean-up and repair costs) assessed by the Permit Authority (or any department or departments thereof) exceed the estimated use charges and other fees of the Permit Authority (or of any department or departments thereof), permittee (or other party for whose benefit the Permit Activities were conducted) shall pay the shortfall to FilmL.A., Inc. within 15 days following the mailing of notification that such payment is due; provided, however, that FilmL.A., Inc. shall not seek to recover such shortfalls unless the use charges or other fees actually assessed by the Permit Authority (or any department or departments thereof) exceed the estimated use charges or other fees of the Permit Authority (or of any department or departments thereof) by more than $100. If the estimated use charges and other fees paid by permittee in connection with this permit exceed the aggregate use charges and other fees (including clean-up and repair costs) actually assessed by all departments of the Permit Authority for this permit, **FilmL.A., Inc. shall refund to the party responsible for carrying out the Permit Activities such excess payment only if (a) FilmL.A., Inc. receives from such person within 90 days of completion of the Permit Activities a written request for the refund of any such excess payment and (b) the estimated use charges and other fees paid in connection with this permit exceed the actual use charges and other fees for this permit by more than $100.** Any such refund to permittee shall be made within 30 days of FilmL.A., Inc.'s receipt of written notification from the Permit Authority of the total actual use charges and other fees relating to this permit. Any excess payments not refunded to permittee shall constitute a part of the permit application or processing fee. Permittee acknowledges and agrees that if permittee does not request a refund in accordance with the terms and conditions stated herein, FilmL.A. shall utilize unrequested refunds to support its 501(c)(4) public benefit purpose, including, but not limited to, areas such as enhancing the film permitting process, marketing and promoting filming in the region, student film projects, research and education about filming and any other uses that promote film production.

8. AUTHORITY TO REVOKE/CANCEL -- In the event that an authorized representative of the Permit Authority determines that the activities being or to be conducted under this permit unnecessarily endanger the health or safety of any person, that said activities are likely to or will cause immediate damage to real or personal property, or that such activities are not being conducted in accordance with the terms and conditions of this permit, said representative, at his or her sole discretion, may suspend, revoke, cancel or amend this permit. Furthermore, failure to comply with the terms and conditions of this permit could result in the denial of any future permit applications by permittee, the person failing to comply and their respective principals, agents and employees. The Permit Authority reserves the right to suspend, revoke, cancel or amend this permit at any time without incurring any liability to permittee or its representatives, successors or assigns.

Without limiting the foregoing, an authorized representative of the Permit Authority may suspend, revoke, cancel or amend this permit if permittee does not abide by the following code of conduct: (a) equipment/crew may not arrive before or depart after any time specifically designated by this permit; (b) moving or towing of vehicles is prohibited without owner permission or authorization from police or other appropriate civil authorities; (c) crew vehicles/equipment parked on streets must adhere to all parking signs and other legal requirements unless otherwise specifically authorized by this permit; (d) parking on both sides of a street without specific authorization by this permit is prohibited; (e) trespassing onto neighboring property without owner permission is prohibited; (f) removing, trimming and/or cutting of vegetation or trees is prohibited unless specifically approved by property owner and the Permit Authority; (g) on or before the date of expiration of this permit, permittee must remove all catering, crafts service, construction, strike and other (including personal) trash as well as all signs, location structures and other matter placed on the property in connection with the Permit Activities; (h) all signs or other matter removed or altered for purposes of carrying out the Permit Activities shall be replaced and restored to its or their pre-existing condition upon the completion of such activities, unless specifically authorized otherwise by this permit; (i) noise levels must be kept as low as reasonably possible, and generators and other noisemaking equipment must be kept as far as reasonably practicable from residential buildings; and (j) all persons working under this permit shall observe designated smoking areas.

9. LIMITATION OF LIABILITY -- Neither the Permit Authority, FilmL.A., Inc., nor their directors, officers, employees, agents or representatives, shall be liable for any reason to permittee or the person for whose benefit this permit is issued or their respective predecessors, successors, assigns, representatives, parents, subsidiaries, affiliates, partners, officers, directors, owners, heirs or employees for damages of any nature (including special, incidental, compensatory, consequential or punitive) arising from or relating to the issuance, suspension, revocation, cancellation or amendment of this permit or carrying out (or attempting to carry out) the Permit Activities.

10. ADDITIONAL TERMS APPLICABLE TO FILMING ON PERMIT AUTHORITY PROPERTY -- (a) Permittee shall be subject to the control and instructions of the Permit Authority representative(s) assigned to permittee, which representative(s) shall coordinate the Permitted Activities in cooperation with FilmL.A., Inc. to avoid interference with the operations of the Permit Authority's facilities or property; (b) On or before the date of expiration of this permit, permittee shall remove from said properties all catering, crafts service, construction, strike and other (including personal) trash as well as all signs, location structures and other matter placed on the property in connection with the Permit Activities; and in the event permittee fails to do so, the Permit Authority may cause the same to be done and permittee agrees to pay the Permit Authority any costs so incurred; (c) Permittee agrees to pay the Permit Authority the cost of repair and/or removal of Permit Authority property damaged in connection with operations undertaken under this permit; (d) Permittee acknowledges and represents that it has inspected the Permit Authority's properties, knows the conditions thereof, and agrees to indemnify, defend and hold harmless the Permit Authority as indicated in conditions numbered 5 and 6 above; (e) Permitted Activities that are disruptive to operations of the Permit Authority facilities or property, to its employees or to the public who patronize the facility, may be prohibited if they cannot be segregated or the impact mitigated in a manner acceptable to the Permit Authority; (f) Filming activities that are found by the Permit Authority to be disruptive must be immediately mitigated; if not, this permit may, at the sole discretion of the Permit Authority (or its designated representative), be immediately revoked, and neither FilmL.A., Inc. nor the Permit Authority shall be obligated to refund any application or processing fee or use charges or other fees in the event of such revocation; (g) This permit does **not** grant Permittee a license to use the Intellectual Property (seals, badges, symbols, etc.) of the Permit Authority. Permittee must receive separate permission/clearance from the Permit Authority to use or film such Intellectual Property. (h) By issuing this permit, the Permit Authority does not imply that use by permittee shall be exclusive. Except as specifically provided in this permit, permittee acknowledges that permittee shall not be entitled to exclusive use of such facilities or property. We hereby accept this permit and agree to abide by all the terms and conditions herein.

PERMITTEE: Whiteshadow inc.

Company

Address of permittee:

By _____
who hereby personally covenants, guarantees and warrants that he or she has the power to obligate permittee to the terms and conditions of this permit.

FilmL.A., Inc.

5/24/16
Date

SPECIAL CONDITIONS FOR LOCATION FILMING IN DOWNTOWN LOS ANGELES
(Standard Filming Requirements continue to apply where not superseded below)

1. DEFINITION OF TERMS

a. Downtown Los Angeles, for the purposes of these conditions, shall be defined as the area North to South from the 101 Freeway to the 10 Freeway; East to West from the Los Angeles River to the 110 Freeway.

b. The Downtown Los Angeles Neighborhood Council boundaries (**DLANC boundaries**), for the purpose of these conditions, shall be defined as bordered on the North and East at the 101 Freeway from the 110 Freeway east to Los Angeles Street, south to 4th Street, east to Alameda Street, south to 7th Street, east to the Los Angeles River; on the South by the 10 Freeway from the 110 Freeway to the Los Angeles River; on the West by 110 Freeway from the 10 Freeway to the 101 Freeway. (This area is the same area as defined above as Downtown Los Angeles, but excludes the Little Tokyo and Arts District neighborhoods.)

c. Residential buildings shall be defined as any building with legal residential occupants (mixed-use, adaptive reuse, artist-in-residence (A.I.R.), SROs, residential hotels, condominiums and apartment buildings). DLANC will maintain an accurate and contemporary listing of all residential buildings showing a 100-foot radius from each building so as to identify any areas both inside and outside of that radius.

d. The Broadway Entertainment District (aka Broadway Theatre District), for the purposes of these Conditions, shall be defined north to south as Broadway from 3rd Street to Olympic Boulevard, and east to west from Frank Court to Lindley Place (aka St. Vincent Alley Court), or the equivalent mid-block point to either of these alleys where the alley is not present, including any theater loading facilities, defined as any public or private surface parking lot, parking garage, public street or curb area adjacent to, or utilized by, a theater. If, in the future, the City adopts an ordinance with regulations governing filming in this area, such regulations shall supersede these Filming Conditions.

e. The Old Bank District residential overlay, for the purposes of these Conditions, shall be defined as the area bound by South Spring St., West 5th St., West 4th St., and Werdin Pl.

2. FILMING STANDARD HOURS AND DAYS

a. Filming activity, or any production-related activity including but not limited to activities such as base camps, catering, generators, etc., within the **DLANC boundaries** is restricted to the hours of 6:00 a.m. to 11:00 p.m. within a 100-foot radius of any residential building. Filming activity in the **Broadway Entertainment District** is restricted to the hours of 6:00 a.m. to Midnight within a 50-foot radius of any residential building. **Old Bank District** is restricted to the hours of 7:00 a.m. to 10:00 p.m. within a 100-foot radius of any residential building**.** No extension of the standard filming hours for

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filming or any disruptive production-related activity shall be allowed until a signature survey has been properly submitted. Proof of signature surveys shall be made available to DLANC upon request.

b. No film permits may be issued along Main and Spring Streets from 2nd to 9th Streets, or on any block of 2nd through 9th Streets between Los Angeles and Spring during the Downtown Art Walk, currently held on the second Thursday of each month. Filming inside of private buildings or entirely on private property during this time is permitted so long as there are no external impacts.

c. No filming may be conducted in close proximity to major public events anywhere in Downtown Los Angeles as permitted by the LAPD, or identified with 30 days notice to the City's Designated Film Permit Contractor by DLANC. Film permits may be considered in light of major public events on a case-by-case basis so long as their issuance will not cause further disruption to Downtown businesses and residents during such events.

3. RESIDENTIAL AND MERCHANT PROTECTIONS IN THE DLANC BOUNDARIES

a. A film permit may include no more than 300 feet of curb lane per city block for the parking of film production vehicles, crew or equipment. Requests for additional amounts of curb lane shall require a signature survey. The **Broadway Entertainment District** is exempt from this restriction.

b. Production personnel (and equipment utilized by the production company) shall not block the sidewalk area in front of an open commercial business or a residential building, including residential patios, windows, doorways, or entryways, unless the production company has secured the permission of the merchant and/or property owner. Where the commercial business is one that is primarily open in the evening and nighttime hours, the production company, their cast and crew may not block the access to and signage of such establishment (as seen from the street), without permission of the merchant and/or property owner during the hours of operation of the business.

c. Customers, employees, residents, and guests of affected properties shall be allowed free ingress/egress to all buildings, merchants, and parking facilities. Arrangements shall be made to ensure access to deliveries, trash pickup, residential move-in/move-out, and vendor access to the properties/merchants during productions.

d. All commercial businesses must prominently post hours of operation and contact phone numbers, and residential buildings must have a designated contact person authorized to give permission. Special events held by commercial businesses, outside of normal business hours, must also be posted in advance, and production companies must provide full access and visibility during such events.

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4. NOISE, FUMES, AND LIGHTING WITHIN THE DLANC BOUNDARIES

a. Generators, portable toilets or toilet vehicles, and outdoor food preparation using charcoal or gas grills must be a minimum of 50 feet (horizontally) from any residential window or entrance. If it is physically impossible for a generator to be a minimum of 50 feet from residential windows or entrances, the generator shall be placed as far away as possible and vented away from residential windows and entrances. However, under no circumstances shall a generator be placed directly underneath a residential window.

b. Film productions must focus lighting on the filming area only and make every effort to shield the lighting from adjacent properties, pedestrians, and patrons of commercial businesses at all times. Exceptional lighting (e.g., Musco and Bebee lighting) outside of regular filming hours shall not be allowed without a signature survey of the affected merchants and/or property owners. **Signature survey shall be required for Exceptional lighting within the Old Bank District between the hours of 6:00 p.m. and 6:00 a.m.** Under no circumstances shall lighting be directed onto oncoming traffic.

c. Film production companies are required to completely remove all trash, food, and cardboard boxes, etc. from the general vicinity at the end of each filming day. Film production companies will be held responsible for the actions of catering companies they employ to provide food for the cast and crew.

5. SPECIAL REQUESTS AND EXCEPTIONS REVIEW AND NOTIFICATION WITHIN THE DLANC BOUNDARIES

a. Helicopters shall not be granted permits for landing at non-certified helipads before and after approved filming hours. All aerial filming productions must provide upon request a copy of an approved FAA Form 7711-2, or other official waiver, along with a copy of the briefing on the flight operations for all participating persons or property.

b. No film permit shall be construed as a waiver of 14 CFR § 91.119, 14 CFR § 91.515(a) or 14 CFR § 91.303(e), dictating federal flight altitude regulations, for purposes of non-participating persons or property (see attachment).

c. Notification beyond the standard 500-foot radius will be made to affected residents and merchants for high impact activity that is likely to cause interference with adjacent properties of people such as car chases, simulated gun fire, explosions, screams for help and other loud noises, helicopter activity, road closures or other such exceptional activities that might cause a police response to the filming location. High impact filming activity must be preceded by notifications at least two days in advance. The City's Designated Film Permit Contractor or the production company shall consult a designated DLANC representative when an applicant requests a permit for high impact filming activity with less than two days notice.

d. Due to the location of building air intake systems on Lower Grand Avenue, no special effects, including smoke, steam or fog, may occur in that area without first obtaining

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clearance from the appropriate building contacts and maintenance engineers. Contact must be made at least 48 hours prior to the proposed effect(s).

6. FILMING-RELATED CONGESTION WITHIN THE DLANC BOUNDARIES

a. The City's Designated Film Permit Contractor will ensure that the impact from filming at recurrently used locations is minimized to the affected residents and businesses.

b. In rush hour restricted lanes, as designated by LADOT, no Intermittent Traffic Control (ITC) shall be permitted during Rush Hours (7:00 a.m. – 9:00 a.m. and 4:00 p.m. – 7:00 p.m., Monday through Friday). No simultaneous closures or ITC of both the Second and Third Street Tunnels will be permitted.

c. Production companies shall request the posting of "no parking" signs, lane or street closures with LADOT for the day(s) that they are "on site" only. When closures are not necessary for the day(s) requested, production companies shall report the changes to the City's Designated Film Permit Contractor, who shall notify LADOT, who must revise and/or remove parking signs, as necessary.

d. Production companies must provide adequate detour and directional signage when street closures are in place, conforming to current LADOT standards and practices. Detour routes must accommodate large, semi and tractor trailer trucks and public transit vehicles.

7. ENFORCEMENT OF CONDITIONS

a. In accordance with the terms of their work permit issued from LAPD, off-duty or retired police officers must, upon reporting to a work site, review and ensure compliance with conditions outlined on the filming permit. Officers shall ensure compliance with arrival and departure time, and shall not allow any activity or conduct that is in violation of local or state law, nor allow any filming condition that is not authorized by the permit. Variations from the requirements of the permit are not allowed unless approved by an authorized representative of the City's Designated Film Permit Contractor.

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ATTACHMENT

(Note: The following are the most current federal flight altitude regulations as of November 2007. The regulations could change at any time.)

§ 91.119 Minimum safe altitudes: General.

Except when necessary for takeoff or landing, no person may operate an aircraft below the following altitudes:
(a) Anywhere. An altitude allowing, if a power unit fails, an emergency landing without undue hazard to persons or property on the surface.
(b) Over congested areas. Over any congested area of a city, town, or settlement, or over any open air assembly of persons, an altitude of 1,000 feet above the highest obstacle within a horizontal radius of 2,000 feet of the aircraft.
(c) Over other than congested areas. An altitude of 500 feet above the surface, except over open water or sparsely populated areas. In those cases, the aircraft may not be operated closer than 500 feet to any person, vessel, vehicle, or structure.
(d) Helicopters. Helicopters may be operated at less than the minimums prescribed in paragraph (b) or (c) of this section if the operation is conducted without hazard to persons or property on the surface. In addition, each person operating a helicopter shall comply with any routes or altitudes specifically prescribed for helicopters by the Administrator.

§ 91.515 Flight altitude rules.

(a) Notwithstanding §91.119, and except as provided in paragraph (b) of this section, no person may operate an airplane under VFR at less than—
(1) One thousand feet above the surface, or 1,000 feet from any mountain, hill, or other obstruction to flight, for day operations; and
(2) The altitudes prescribed in §91.177, for night operations.

§ 91.303 Aerobatic flight.

No person may operate an aircraft in aerobatic flight—
(a) Over any congested area of a city, town, or settlement;
(b) Over an open air assembly of persons;
(c) Within the lateral boundaries of the surface areas of Class B, Class C, Class D, or Class E airspace designated for an airport;
(d) Within 4 nautical miles of the center line of any Federal airway;
(e) Below an altitude of 1,500 feet above the surface; or
(f) When flight visibility is less than 3 statute miles.

For the purposes of this section, aerobatic flight means an intentional maneuver involving an abrupt change in an aircraft's attitude, an abnormal attitude, or abnormal acceleration, not necessary for normal flight.

[Doc. No. 18834, 54 FR 34308, Aug. 18, 1989, as amended by Amdt. 91– 227, 56 FR 65661, Dec. 17, 1991]

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